

Exhibit M

SECURITY AND CROSS DEFAULT AGREEMENT

Kaish LLC ("Purchaser"), and **Mac's Convenience Stores LLC** ("Seller") have previously entered into multiple agreements relating to the purchase and sale of motor fuels of the properties identified on **Exhibit A** ("Property" or "Properties") to this Security and Cross Default Agreement (the "Agreement"). Purchaser and Seller may individually be referred to as a "Party", or collectively be as the "Parties" throughout this Agreement. The effective date of this Agreement shall be 08/07/2019 (the "Effective Date")

The Parties agree that all of the agreements between Purchaser and one or more of the Seller's entities including, without limitation, the Contract of Sale and all other documents and agreement executed in connection with the Contract of Sale (as may be amended, the "Related Agreements") are part of a single transaction and, as such, certain considerations were mutually given and received by both Parties in light of these transactions being treated as a single transaction. The receipt of such consideration is hereby acknowledged by both Parties. In light of the unitary nature of these transactions, both of the Parties hereby enter in this Agreement, with the express intent to join and incorporate the Related Agreements together in accordance with the terms of this Agreement.

Section I. Security

- A. Payment of Security:** As of the Effective Date, Purchaser has paid the designated Seller entity the sum of **One Hundred Twenty Thousand (\$120,000.00) Dollars** as "Security" under this Agreement. Seller shall maintain the Security in a non-interest-bearing account and may comeingle the Security with other funds.
- B. Return of Security:** The Security shall be returned to Purchaser no later than 120 days following the termination or expiration of last remaining Related Agreement, subject to the deduction for any sums due Seller with respect to each of the Related Agreements unpaid at the time of such termination or expiration.
- C. Default:** If Purchaser defaults in the payment of any obligation or indebtedness to Seller or its affiliates under any of the Related Agreements, Seller in its sole discretion, may, without notice or demand, in addition to any other rights it may have under this Agreement or any of the Related Agreements: (a) immediately suspend deliveries of any or all Products to any or all of the Properties where Seller supplies Products; and (b) apply the Security to the payment of such indebtedness or obligation. If all or a portion of the Security is applied by Seller to the payment of the indebtedness or obligation, upon notice to Purchaser, Purchaser shall immediately replenish the Security in an amount equal to the portion so used, so that the Security shall be the amount stated in Paragraph A, "Payment of Security" above, as may be amended.

Section II. Cross Default

Purchaser hereby acknowledges that the Related Agreements entered into with Seller are intended to be treated as a unitary agreement in all respects. Purchaser acknowledges that the treatment of all of the Related Agreements as a unitary agreement was and is of primary importance to Seller, and Seller would not have entered into the Related Agreements without simultaneously entering into this Agreement and Purchaser agreeing to the treatment of all of the Related Agreements as a unitary agreement. All rights and obligations of Purchaser under this Agreement relating to the Properties shall apply to all Properties and Related Agreements. Any default of Purchaser under this Agreement, or any of the Related Agreements (even if such default pertains to a single Property) shall be a default pertaining to all Properties and Related Agreements. As such, in the event of a default which gives rise to termination under one of the Related Agreements, Seller may, at its sole discretion, terminate: (a) only the Related Agreement under which the default has occurred; (b) several of the Related Agreements, or (c) all of the Related Agreements.

Without limiting any of the foregoing, the Parties hereto acknowledge that:

- (1) Seller's right to terminate one or more, but not all of the Related Agreements, as provided for in the preceding paragraph, nor Seller's actual termination of one or more of the Related Agreements shall not diminish the intent of the Parties that the Related Agreements be treated as a unitary agreement in all respects; and
- (2) In the event the Parties mutually agree to the termination or severance of one or more of the Related Agreements (which can only be done by mutual agreement), the surviving Related Agreements shall continue to be treated as a unitary agreement.

Section III. Miscellaneous

- A. **Term of Related Agreements.** The Parties acknowledge and agree that as of the Effective Date, some, but not all, of the Related Agreements for the Properties have been or will also be executed. This is intended to allow for adequate time for Seller to lawfully deliver each Property to Purchaser and to allow adequate time for Purchaser to transition into the occupation and operation of each Property. Nonetheless, the total amount of Security identified in Section I above shall be due on the Effective Date. It is the express intent of the Parties to execute all Related Agreements, not executed simultaneous with the execution of this Agreement, on the day the applicable Property can be lawfully occupied by Purchaser. Nothing in this Paragraph is intended to diminish the fact that the Related Agreements are to be treated as a unitary agreement in all respects nor Purchaser's obligation to execute the Related Agreements for all of the Properties identified on **Exhibit A** attached hereto.
- B. **Non-Waiver.** In no event shall any action or failure to take action by Seller under this Agreement or any of the Related Agreements operate as a waiver of any rights that it may have under this Agreement or any of the Related Agreements or law.
- C. **Notices.** Any notices issued pursuant to this Agreement shall be issued as specified in the Related Agreements.
- D. **Severability and Construction.** Except as otherwise expressly provided in any of the Related Agreements, each provision and portion of any provision, of this Agreement or any of the Related Agreements is severable. If, for any reason, a provision or portion of any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that invalidity or unenforceability will not affect the validity or enforceability of any other provision or portion of a provision. The unaffected provisions, and portions of provisions, will remain in full force and effect.
- E. **Governing Law.** This Agreement shall be governed, construed, and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, except to the extent preempted by federal law, without giving effect to conflicts of law doctrine of such Commonwealth.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, and with the intent to be legally bound hereby, the parties hereto have set their hands and seals on the day and year first above written.

Witness:

Kaish LLC

Mike Kimbrell
dotloop verified
08/12/19 1:18 PM EDT
7IPM-XMIQ-CYYV-AVSI

By: *Akbar Bhamani*
Akbar Bhamani
Managing Member
dotloop verified
08/06/19 4:58 PM EDT
UMAZ-UFCZ-SYXZ-NHJK

Witness:

Seller

Mari Prudente
dotloop verified
08/12/19 11:48 AM EDT
5QWB-2SN8-OJJB-CNUT

By: *Gerardo Valencia*
Gerardo Valencia
Authorized Representative
dotloop verified
08/12/19 10:25 AM
CDT
NNJJ-TXKZ-0TIO-KGYH

Exhibit A

Properties

NWF Site ID	CAP BISNbr	Address
3773	TN0088	4011 Ringgold Rd, East Ridge, TN 37412
3774	TN0089	4806 Hwy 58 N, Chattanooga, TN 37416
3775	TN0090	6960 Lee Hwy, Chattanooga, TN 37421
3776	TN0091	4858 Hwy 58, Chattanooga, TN 37416
3780	TN0095	5012 Hixson Pike, Hixson, TN 37343
3781	TN0096	2300 Jenkins Rd, Chattanooga, TN 37421